

Nathan Fransen, SBN 242867  
FRANSEN AND MOLINARO, LLP  
4160 Temescal Canyon Rd., Suite 306  
Corona, CA 92883  
Telephone: (951) 520-9684  
Fax: (951) 277-7598  
nathan@fmattorney.com

Attorneys for Plaintiff  
WILLIE J. CAUSEY, JR.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

WILLIE J. CAUSEY, JR., an individual,	}	Case No. 5:15-CV-02399	
Plaintiff		<b>PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES AND INJUNCTION; DEMAND FOR JURY TRIAL</b>	
v.	<b>1. DECLARATORY RELIEF 2. TRUTH IN LENDING ACT VIOLATIONS</b>		
SUN WEST MORTGAGE COMPANY, INC., a California Corporation, LAKEVIEW LOAN SERVICING, LLC, a Limited Liability Company, and DOES 1-10			}
Defendants			

**JURISDICTION**

1. Jurisdiction is conferred on this Court as to claims under the Truth in Lending Act ("TILA") 15 U.S.C. § 1640(e) and 28 U.S.C. § 1331. This Court has jurisdiction over Plaintiff's declaratory relief claim pursuant to 28 U.S.C. § 2201.

**PLAINTIFF HEREIN ALLEGES THAT:**

**PARTIES**

2. Plaintiff, Willie J. Causey, Jr., (hereafter "Plaintiff") is a natural person, and resides in San Bernardino County, California.
3. Defendant Sun West Mortgage Company, Inc., (hereafter "SWMC") is, and at all times relevant was, a California Corporation, organized under the laws of the state

Plaintiff's First Amended Complaint

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- 1 of California, with a principal business address of 18303 Gridley Road, Cerritos,  
 2 California 90703. SWMC is a creditor as defined by the Truth In Lending Act.
- 3 4. Defendant Lakeview Loan Servicing, LLC (hereafter “LLS”) is, and at all times  
 4 relevant was, a Limited Liability Company organized in Delaware and with a  
 5 principal place of business of 4425 Ponce De Leon Blvd, 4<sup>th</sup> Floor, Coral Gables,  
 6 Florida, 33146. LLS has an agent for service of process of CORPORATION  
 7 SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS  
 8 CSC – LAWYERS INCORPORATING SERVICE.
- 9 5. Plaintiff believes and thereon alleges SWMC was the beneficiary of all interests  
 10 under a Deed of Trust executed by Plaintiff, recorded on or about April 10, 2014.
- 11 6. At all times herein mentioned each Defendant was the agent or employee of each  
 12 and all of the other Defendants and was acting within the course and scope of  
 13 such agency or employment.
- 14 7. That the true names or capacities, whether individual, corporate, associate, or  
 15 otherwise of Defendants, DOES 1 through 10, inclusive, are unknown to Plaintiff,  
 16 who therefore sues said Defendants by such fictitious names and capacities and  
 17 will amend this Complaint to show their true names and capacities when the same  
 18 have been ascertained.

### 19 FACTUAL ALLEGATIONS

- 20 8. On or about February 15, 2014, Plaintiff applied for mortgage loan through a  
 21 mortgage broker, “A+ Funding”, who submitted Plaintiff’s loan to SWMC. This  
 22 loan closed on or about April 17, 2014, in the amount of \$101,750, wherein  
 23 SWMC was the beneficiary and lender (hereafter “Subject Loan”).
- 24 9. At the time of Plaintiff’s loan application, he did not have homeowners’ insurance.  
 25 Plaintiff was advised by A+ Funding that he would be required to have  
 26 homeowners’ insurance and that the premium would be paid through the loan  
 27 proceeds.
- 28

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10. On or about February 20, 2014, Farmers Insurance provided a quote for a homeowners' insurance policy reflecting SWMC as the mortgagee, and a loan number of 1140290131-00. The policy number reflected on the quote was 975427411. A true and correct copy of this quote is attached hereto and marked as "Exhibit A". This quote reflected a premium of \$606.36. Farmers stated in a reply email that this policy was never fully processed and was terminated before its effective date. A true and correct copy of this email is attached hereto and marked as "Exhibit B".

11. On or about February 21, 2014, Farmers Insurance initiated a homeowner's policy as part of the transaction for the Subject Loan. This policy was identified as policy number 975144372 with an account number of a958900805. This policy was the one that was actually processed and made effective as to Plaintiff's residence, with SWMC as the mortgagee. This policy was also subsequently assigned to LLS. This insurance policy had a premium of \$794.10 and required a membership fee of \$25.00, for a total amount due of \$819.10. A true and correct copy of the breakdown provided by Farmers reflecting this information is attached hereto and marked as "Exhibit C".

12. Farmers also sent a letter dated February 24, 2014, which identifies the correct policy (policy # 97514-43-72). The significance is that the proper policy, with a premium of \$819.10, was available to SWMC well before the closing of the Subject Loan. A true and correct copy of this letter is attached hereto and marked as "Exhibit D"

13. SWMC knew or should have known the true and accurate premium amount of the Farmers insurance policy, prior to the closing of the Subject Loan. This was acknowledged by SWMC in a letter dated February 27, 2015, wherein SWMC explained that they had access to the online records reflecting the accurate policy information. A true and correct copy of this letter is attached hereto and marked as "Exhibit E". The online records shows that the billing period commenced on

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1 February 23, 2014, in the amount of \$819.10, and not the \$606.36 from the  
2 previous quote.

3 14. Farmers also stated in a letter of experience that the coverage period was from  
4 February 21, 2014 through March 24, 2015, with a lapse in coverage from May  
5 20, 2014 through June 9, 2014.

6 15. On or about April 10, 2014, Plaintiff executed loan documents for the Subject  
7 Loan, including all disclosures.

8 16. The Subject Loan was a “consumer loan” as defined by the Truth In Lending Act.

9 17. On or about April 10, 2014, as part of the closing process for the Subject Loan,  
10 Plaintiff received from SWMC, and executed a Federal Truth-In-Lending  
11 Disclosure Statement (“TLDS”). The TLDS reflected an Annual Percentage Rate  
12 (“APR”) of 5.431%. A true and correct of the TLDS is attached hereto and  
13 marked as “Exhibit F”.

14 18. The APR reflected on the TLDS was based on another disclosure, the Itemization  
15 Of Amount Financed (the “Itemization”), received by Plaintiff along with the  
16 TLDS. The Itemization reflected fees that were paid to others on behalf of  
17 Plaintiff. Among these fees was a “Hazard Insurance Premium” which was paid  
18 to Farmers Insurance. The amount paid to Farmers as reflected on the Itemization  
19 was \$606.36. A true and correct copy of the Itemization is attached hereto and  
20 marked as “Exhibit G”.

21 19. The amount of \$606.36 intended to be paid to Farmers was also reflected on the  
22 Good Faith Estimate provided to Plaintiff, which was dated March 28, 2014.

23 20. LLS became the recorded owner of the Subject Loan on or about June 8, 2015  
24 and uses “Cenlar” as its servicing agent. A true and correct copy of the letter  
25 from Sunwest advising of the new servicer is attached hereto as “Exhibit H”.

26 21. Because the homeowners’ insurance paid to Farmers was financed through the  
27 Subject Loan, it was required to be disclosed, and if the term of the insurance is  
28

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less than the term of the loan transaction, then the term of the insurance is required to be disclosed. This was not done by SWMC.

22. After the closing of the Subject Loan, SWMC paid \$606.36 to Farmers via a check dated April 18, 2014, check number 11355.

23. The amount of this payment to Farmers (\$606.36) was not the correct amount for the premium at the time it was made by Farmers, and in fact was \$819.10 as reflected in a billing statement from Farmers dated February 23, 2014 (policy #975144372). SWMC miscalculated the amount that was required for the Farmers insurance policy, despite the actual amount owed was determinable.

24. Further evidence of this error on the part of SWMC is reflected in the letter dated February 27, 2015, attached hereto as "Exhibit E", wherein SWMC references insurance policy number 975427411 at a cost of \$606.30. SWMC states in this letter that this was the policy available at the "... time of closing i.e. as on April 11, 2014." This statement is entirely false.

25. The records of Farmers indicate that the effective date of the correct insurance policy, with a premium of \$819.10, was actually February 21, 2014. This is reflected on "Exhibit C".

26. The records of Farmers also show that payment made by SWMC was in fact applied to Policy #97514-43-72. A true and correct copy of this payment history from Farmers is attached hereto and marked as "Exhibit I".

27. An online record created by Farmers reflects that the statement for the correct insurance policy, with the correct amount due of \$819.10, was available as of February 23, 2014. A copy of this online statement from Farmers is attached hereto and marked as "Exhibit J".

28. It was not reasonable for SWMC to rely on an expired insurance quote, when in fact the proper and correct premium amount was readily available to SWMC almost 2 months prior to the loan closing.



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29. As a result of the erroneous underpayment of Plaintiff's homeowners' insurance, SWMC was required to pay an additional amount. In response, SWMC charged Plaintiff \$819.10, the full amount of the policy. Consequently, Plaintiff was charged \$1,425.40 for homeowners insurance. Accordingly, the disclosures received by Plaintiff, namely the TLDS and the Good Faith Estimate, were understated. This understatement also resulted in the actual APR being higher than the APR that was disclosed on the TLDS.

30. Because the homeowners' insurance paid to Farmers (policy #97514-43-72) was financed through the Subject Loan, it is required to be disclosed as a "Finance Charge" pursuant to TILA § 1638(a)(2)(B)(iii); Regulation Z § 1026.18(c)(1)(iii).

31. The disclosure of the Amount Financed must not be understated by more than \$100 pursuant to Regulation Z § 1026.18(d).

32. The disclosed payment to Farmers Insurance was understated by \$212.74, and therefore is beyond the allowable tolerances.

33. The closing statement of the Subject Loan also reflects disbursements of \$600.71 paid to the City of Fontana Police Department. A disbursement is also made to Burrtec Waste Industries. Neither of these disbursements were reflected in the itemization of amount financed, or in the finance charges as required.

34. The itemization of amount financed on the TLDS reflects a recording fee in the amount of \$150.00 to Nations Title Company. The recording fee of the Deed of Trust was \$42.00.

35. SWMC charged interest on the Subject Loan beginning on April 16, 2014. This was two days prior to the disbursement date of April 18, 2014. The amount of per diem interest on the Subject Loan is \$11.85.

36. Plaintiff has never received proper required material disclosures, consistent with the requirements of TILA. As such his right of rescission does not expire until three years from the date of consummation pursuant to TILA § 1635(a) and (f).

1 37. On November 21, 2014, Plaintiff sent SWMC a written notice of rescission and  
 2 offer of tender of the full statutory amount due. A true and correct copy of the fax  
 3 coversheet reflecting this rescission demand and offer of tender is attached hereto  
 4 and marked as "Exhibit K".

5 38. LLS initiated foreclosure by filing a Notice of Default ("NOD") on or about June  
 6 22, 2015. A true and correct copy of a document from the San Bernardino County  
 7 Recorder's office is attached hereto reflecting the NOD is attached to this  
 8 Complaint and marked as "Exhibit L".

9 39. On October 2, 2015, Plaintiff mailed a request for rescission pursuant to TILA to  
 10 LLS and Cenlar. Plaintiff was told by Cenlar that the letter was uploaded into  
 11 Cenlar's online system on October 7, 2015. Cenlar and LLS did not accept  
 12 Plaintiff's rescission demand.

### 13 FIRST CAUSE OF ACTION

#### 14 (Against all Defendants, for Declaratory Relief)

15 40. Plaintiff realleges and incorporates herein by reference each and every allegation  
 16 set forth in paragraphs 1 through 39.

17 41. Plaintiff is entitled to rescind the Subject Loan pursuant to 15 U.S.C. § 1635,  
 18 because adequate disclosures were not provided as required by 15 U.S.C. § 1631,  
 19 within the established tolerances.

20 42. Plaintiff exercised his right of rescission by sending a written notice to SWMC on  
 21 November 21, 2014, and again on October 2, 2015.

22 43. Pursuant to 15 U.S.C. § 1635(a), Plaintiff has three days following the  
 23 consummation of the transaction, or the delivery of accurate material disclosures.  
 24 Since the accurate material disclosures were never delivered, Plaintiff exercised  
 25 his right to rescind within his statutory timeframe.

26 44. Plaintiff is entitled to a rescission of the Subject Transaction as proscribed in 15  
 27 U.S.C. § 1635.

1 45. Plaintiff offered to tender the full amount due pursuant to, and in accordance with,  
 2 15 U.S.C. § 1635(b). The Defendants failed to accept the tender within twenty  
 3 days as required. Plaintiff is therefore entitled to a declaration that the tender  
 4 amount is forfeited.

## 5 SECOND CAUSE OF ACTION

### 6 (Against all Defendants, for Violations under TILA)

7 46. Plaintiff realleges and incorporates herein by reference each and every allegation  
 8 set forth in paragraphs 1 through 45.

9 47. Plaintiff properly rescinded the mortgage within the statutory time period. Plaintiff  
 10 then tendered the rescission balance to Defendants, but they refused to accept the  
 11 rescission balance.

12 48. SWMC failed to properly disclose the finance charges as described herein. Each  
 13 erroneous finance charge, or omitted finance charge, is a separate and distinct  
 14 violation of TILA.

15 49. The finance charge as disclosed on the face of the loan documents, is inaccurate  
 16 beyond allowable tolerances because it improperly calculates the insurance  
 17 premiums added by the creditor. This defect is apparent on the face of the  
 18 documents.

19 50. Defendants refused to honor Plaintiff's rescission, and have not canceled their  
 20 security interest or returned Plaintiff's payments.

21 51. Defendants' failure to take the action necessary and appropriate to reflect the  
 22 termination of the security interest within 20 days after Plaintiffs' rescission of the  
 23 transaction violates 15 U.S.C. § 1635(b) and entitles Plaintiffs to actual damages,  
 24 statutory damages, attorney's fees, costs, and orders enforcing their rescission of  
 25 the transaction.

26 **WHEREFORE PLAINTIFFS PRAY JUDGMENT AS FOLLOWS:**

27 **FOR THE FIRST AND SECOND CAUSES OF ACTION AGAINST ALL**  
 28 **DEFENDANTS:**

Plaintiff's First Amended Complaint

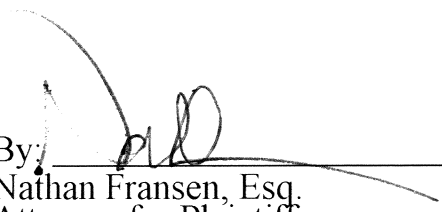


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- 1 A. Rescission of the transaction, including a declaration that the Plaintiff is not  
2 liable for the mortgage, and that Plaintiff may keep the loan proceeds without  
3 any further obligation;
- 4 B. A declaration that the security interest in Plaintiff's property created under the  
5 transaction is void, and an order requiring Defendants to release such security  
6 interest;
- 7 C. Return of any money or property given by Plaintiff to anyone, including  
8 Defendants, in connection with the transaction;
- 9 D. Return of \$819.10 which was taken by SWMC despite it not being disclosed,  
10 pursuant to 15 U.S.C. § 1640(b);
- 11 E. Statutory damages of \$4,000 per violation as determined at trial;
- 12 F. An order that, because Defendants failed to act in response to Plaintiff's notice  
13 of rescission and subsequent attempts at tender, Plaintiff has no duty to tender  
14 the loan proceeds to Defendants;
- 15 G. Enjoin Defendants during the pendency of this action, and permanently  
16 thereafter, from instituting, prosecuting, or maintaining foreclosure proceedings  
17 on the Plaintiff's property, from recording any deeds or mortgages regarding  
18 the property or from otherwise taking any steps to deprive Plaintiff of  
19 ownership of that property;
- 20 H. Actual damages in an amount to be determined at trial;
- 21 I. An award of reasonable attorney's fees and costs, pursuant to 15 U.S.C. §  
22 1640(a)(3);
- 23 J. For costs of suit; and
- 24 K. For such other and further relief as the court may deem proper.

25 **A JURY TRIAL IS DEMANDED.**

26  
27 Dated: December 14, 2015

By:   
Nathan Fransen, Esq.  
Attorney for Plaintiff

28  
Plaintiff's First Amended Complaint

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Tel. (951)520-9684

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**EXHIBIT A**

## Evidence of Insurance for Mortgagee/Other Interests



FARMERS

This form is not the contract of insurance. It is a memorandum of coverage limited to mortgagee/other interests, provided at their request and applicable to the dwelling or building at the location below. The provisions of the policy will prevail in all respects. This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy. Should the insurance policy be cancelled by the company before the expiration date thereof, notice will be given in accordance with the policy provisions.

**Insured Information**

**Named Insured**  
WILLIE J CAUSEY JR

**Mailing Address**

7492 WHITEWOOD DR  
FONTANA CA 92336-1784

**Property Address**

7492 WHITEWOOD DR  
FONTANA CA 92336-1784

**Agent Information**

**Name** TONY P BABY  
**Address** 569 N MOUNTAIN AVE STE C  
UPLAND CA 91786-8504  
**Phone** 909-982-0895 **Fax** 888-342-6912  
**Email** tbaby@farmersagent.com

**Policy Information**

**Policy Number** 975427411  
**Company Name** FIRE INSURANCE EXCHANGE  
**Policy Type** NEXT GENERATION HOMEOWNERS  
**Policy Status** IN FORCE

<b>Policy Term Effective Date</b>	02/20/2014
<b>Renewal Date</b>	02/20/2015
<b>Annual Premium</b>	\$81.36
<b>Balance Due</b>	\$606.36

**Coverage Information**

Coverage	Limit
Dwelling	\$213,000
Extended Replacement Cost	\$53,250
Personal Property	\$159,750
Personal Liability	\$300,000

Deductible applicable to each covered loss:  
\$2,500

Loss Of Use \$85,200

**First Mortgagee**

SUN WEST MORTGAGE COMPANY  
INC ISAOA  
18303 GRIDLEY RD  
CERRITOS CA 90703-5401

**Loan Number** 1140290131-00 **Who Pays** MORTGAGEE  
**Mortgagee Effective Date** 02/20/2014

**Second Mortgagee/Other Interest**

No Additional Mortgagee(s)/Other Interest(s) available

**Loan Number**

**Mortgagee Effective Date**

**Mortgagee Deductible Clause**

For any loss in which only the mortgagee's interest is adjusted and settled, not including any interest you may have in the property or loss, the applicable deductible will be the smallest of the following amounts:

1. The deductible stated in the declarations or renewal notice, or
2. \$1,000

The policy deductible stated in the declarations or renewal notice will apply to settlement of any interest you may have in the property or loss

438BFUNS Endorsement Included Y

25-2960 4-12 Print Date: 02/20/2014

President

Authorized Farmers Representative

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**EXHIBIT B**

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People

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Shopping

Finance

Folders

Notes

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Wjcausey11

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SR# 1-33735118997 - Causey - Willie

Farmers Insurance Group

To WJCAUSEY11@YAHOO.COM

Thank you for contacting Farmers® Insurance.

Per your request, I have attached a copy of your current Evidence of Insurance for policy number 975144372. In regards to policy 975427411 it does not show in our records that this was ever fully processed and was terminated before the effective date.

Thank you for choosing Farmers Insurance.

Richard C  
FARMERS GRDS

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**EXHIBIT C**

## A958900805 Causey Breakdown

03/24/2015

Account#: A958900  
805**Your Agent**

Tony P Baby  
 1425 W Foothill Blvd Ste  
 220,  
 Upland, CA 91786-8025  
 Phone: (909) 982-0895  
 Email:  
 tbaby@farmersagent.com

**Breakdown By Account****Policy Description**

975144372 : 7492 WHITEWOOD DR FONTANA, CA 92336-1784

Process Date	Effective/ Receipt Date	Policy	Transaction	Debit	Credit	Running Balance
10/22/2014	10/22/2014		Payment Transfer - Journal Batch (CDJ)		\$-389.93	\$0.00
10/22/2014	10/22/2014		Refund - Refund Payment (CDJ)	\$389.93		\$389.93
10/21/2014	10/21/2014		Payment Transfer - Journal Batch (CDJ)		\$-389.93	\$0.00
10/21/2014	10/21/2014		Refund - Refund Payment (CDJ)	\$389.93		\$389.93
09/29/2014	09/29/2014		Payment Transfer - Journal Batch (CDJ)		\$-389.93	\$0.00
09/29/2014	09/29/2014		Refund - Refund Payment (CDJ)	\$389.93		\$389.93
08/06/2014	08/05/2014		Payment - Regular (Lock Box)		\$-819.10	\$0.00
06/13/2014	06/09/2014	975144372	Reinstatement	\$794.10		<b>\$819.10</b>
06/13/2014	06/09/2014	975144372	Reinstatement over 60 day fee	\$25.00		\$25.00
05/06/2014	05/06/2014		Refund Check (Mechanical)	\$389.93		\$0.00
04/23/2014	04/22/2014		Payment - Regular (ACA)		\$-606.30	\$-389.93
04/09/2014	05/20/2014	975144372	Policy Cancelled		\$-602.73	\$216.37
02/21/2014	02/21/2014	975144372	New Policy	\$794.10		<b>\$819.10</b>
02/21/2014	02/21/2014	975144372	Policy/Membership Fees	\$25.00		\$25.00

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**EXHIBIT D**

WILLIE CAUSEY

Date: 02-24-2014

7492 WHITEWOOD DR  
FONTANA CA 92336-1784

Insurer: FIRE INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA

Policy number: 97514-43-72

Policy effective date: 02-21-2014

For property location at:  
(Same as mailing address unless otherwise stated)

*Important information regarding your new homeowners policy.  
Please review the enclosed materials and retain for your records.*

**Welcome to Farmers® and thank you for selecting the Farmers Next Generation® Homeowners policy for your home.**

I'm sure you will be pleased with the exceptional coverage provided by your Farmers Next Generation Homeowners policy.

We are currently processing your application and want to keep you informed of what to expect.

- Your coverage is effective on the date shown above. The review process may take up to 60 days, depending on the circumstances.
- During the review process, you may receive a phone call or letter from or on behalf of Farmers inquiring about the characteristics of your home, such as number of bathrooms, square footage, number of stories, etc. Please cooperate so that we can continue with the processing of your application. If you have any questions about any such inquiry, please call me.
- You will receive a reconstruction cost estimate for your home. This includes a list of many of the features that were used to calculate this estimate. Please take a moment to review the information on this notice, particularly the features of the home. Please advise us if any of this information is incorrect or incomplete.

### **Options and Benefits**

As a Farmers policyholder you can access your policy online! Ask me about our new 'Go Paperless' program or visit [www.farmers.com](http://www.farmers.com) to sign up.

I also invite you to visit our [www.clickablehouse.com](http://www.clickablehouse.com). It is a fun, interactive experience designed to help you better understand the coverages available through Farmers.

Again, welcome to Farmers and thank you for choosing us for your home insurance. If you have any questions please feel free to contact me at (909) 982-0895.

Sincerely

TONY P. BABY

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4160 Temescal Canyon Rd. #306  
Corona, CA 92883  
Tel. (951)520-9684

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**EXHIBIT E**





February 27, 2015

VIA UPS

Attn.: Willie J. Causey JR.  
7492 Whitewood Drive  
Fontana CA 92336-1784

Re: Letter dated February 17, 2015  
Sun West Mortgage Company, Inc. ("SWMC") Loan Number: 114029013100  
Borrower: Willie J. Causey JR.  
Subject Property: 7492 Whitewood Drive Fontana CA 92336-1784

Dear Mr. Causey:

SWMC would like to thank you for the opportunity to address your concerns. Please accept this correspondence as SWMC'S response to the above-referenced loan.

Your loan is a FHA (Federal Housing Administration) Cash Out Refinance loan. It was closed on or about April 11, 2014 by SWMC and is being serviced by SWMC since then. Please find enclosed a copy of the hazard insurance policy for your loan, which was available at the time of closing i.e. as on April 11, 2014. It can be verified that as per the due amount of the annual premium is \$606.36. Thus the amount of \$606.30 has been disclosed on the Line 903 of the Final HUD-1 (Settlement Statement) as 'Hazard Insurance To Farmers Insurance'. Additionally, also find enclosed a copy of the Disbursement Ledger for your loan showing that the same amount i.e. \$606.30 was paid to Farmers Insurance via check # 11355 dated April 18, 2014. On or about July 27, 2014, SWMC received a copy of the Notice of Cancellation of Insurance for Non-payment of Premium ("Notice") issued by Farmers Insurance. According to this Notice, an amount of \$819.10 was due by August 09, 2014 for the hazard insurance policy for your loan. Please find enclosed a copy of the on-line record of the Hazard Insurance Policy Information for your loan, which was reviewed by SWMC after receiving the Notice. It can be verified that Farmers Insurance received the payment of \$606.30 on or about April 22, 2014. It can also be verified that a balance in the amount of \$819.10 was due towards the hazard insurance premium to Farmers Insurance. Accordingly, on or about July 29, 2014, SWMC made a payment of \$819.10 to Farmers Insurance through your escrow account. Please find enclosed a copy of the check and the letter sent by SWMC to Farmers Insurance showing that SWMC made the payment of \$819.10. This same amount of \$819.10 was reflected on the Form 1098 for your loan; please find enclosed a copy of the Form 1098 confirming the same.

Mr. Causey, the information that was disclosed to you at various times was based on the facts available to SWMC at those times. SWMC correctly disclosed the amount of the hazard insurance premium as \$606.30 at the time of closing based on the hazard insurance policy provided to SWMC as of the closing

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Corona, CA 92883  
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**EXHIBIT F**

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND

Loan Number: 114029013100

Date: APRIL 10, 2014

Creditor: SUN WEST MORTGAGE COMPANY, INC. (NMLS # 3277)

Address: 18303 GRIDLEY ROAD, CERRITOS, CALIFORNIA 90703

Borrower(s): WILLIE J. CAUSEY JR.

Address: 7492 WHITEWOOD DRIVE, FONTANA, CALIFORNIA 92336-1784

Disclosures marked with an "x" are applicable:

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled	<input type="checkbox"/> <b>Total Sale Price</b> The total cost of your purchase on credit including your down-payment of \$
5.431 %	\$94,423.30	\$98,560.44	\$192,983.74	\$N/A

<b>INTEREST RATE AND PAYMENT SUMMARY</b>	
	<b>Rate &amp; Monthly Payment</b>
Interest Rate	4.250 %
Principal + Interest Payment	\$ 500.55
<input checked="" type="checkbox"/> Est. Taxes + Insurance (Escrow) <input checked="" type="checkbox"/> Includes Mortgage Insurance	\$ 419.80
<b>Total Est. Monthly Payment</b>	\$ 920.35

There is no guarantee that you will be able to refinance to lower your rate and payments.

☐ **DEMAND FEATURE:** This obligation has a demand feature.

☐ **VARIABLE RATE FEATURE:** Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

Loan Number: 114029013100

PROPERTY INSURANCE: You may obtain fire and other hazard insurance from anyone you want that is acceptable to the Creditor.

SECURITY: You are giving a security interest in: 7492 WHITEWOOD DRIVE, FONTANA, CALIFORNIA 92336-1784

☐ The goods or property being purchased ☒ Real property you already own.

FILING FEES: \$ 150.00

LATE CHARGE: If payment is more than 15 days late, you will be charged 4.000 % of the payment.

PREPAYMENT: If you pay off early, you

☐ may ☒ will not have to pay a penalty.  
☒ may ☐ will not be entitled to a refund of part of the finance charge.

ASSUMPTION: Someone buying your property

☒ may ☐ may, subject to conditions ☐ may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

☐ "e" means an estimate ☐ all dates and numerical disclosures except the late payment disclosures are estimates

Each of the undersigned acknowledge receipt of a complete copy of this disclosure. The disclosure does not constitute a contract or a commitment to lend.

Willie J Causey Jr

Applicant WILLIE J. CAUSEY JR.

Date

Applicant

Date

Applicant

Date

Applicant

Date

Applicant

Date

Applicant

Date

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**EXHIBIT G**



Lender: SUN WEST MORTGAGE COMPANY, INC. (NMLS # 3277)  
 18303 GRIDLEY ROAD  
 CERRITOS, CALIFORNIA 90703

Borrower(s): WILLIE J. CAUSEY JR.  
 7492 WHITEWOOD DRIVE  
 FONTANA, CALIFORNIA 92336-1784

Date: APRIL 10, 2014

Loan Number: 114029013100

## ITEMIZATION OF AMOUNT FINANCED

■ AMOUNT GIVEN TO YOU DIRECTLY		\$
■ AMOUNT PAID ON YOUR ACCOUNT:		
Homeowner's Insurance Reserves	242.25	
Property Tax Reserves	1,055.40	
Other Reserves:		
Aggregate Adjustment	-48.45	
■ AMOUNT PAID TO OTHERS ON YOUR BEHALF:		
Appraisal Fee to: TRANSCONTINENTAL VALUATIONS, INC.	400.00	(400.00 POC/B)
Credit Report Fee		
Hazard Insurance Premium to: FARMERS	606.36	
Document Preparation Fee		
Notary Fee to: LINDAS ESCROW, INC	50.00	
Owner's Title Ins. Premium		
Recording Fee		
COMPLIANCE INSPECTION REPORT FEE to: TRANSCONTINENTAL VALUATIONS, INC.	150.00	(150.00 POC/B)
LENDER'S TITLE INSURANCE FEE to: NATIONS TITLE COMPANY OF CALIFORNIA	575.00	
TITLE ENDORSEMENT FEE to: NATIONS TITLE COMPANY OF CALIFORNIA	125.00	
RECORDING RELEASES FEE to: NATIONS TITLE COMPANY OF CALIFORNIA	150.00	
COUNTY PROPERTY TAX to: TAX COLLECTOR	6,395.45	
PAYOFF: SEE ATTACHED SCHEDULE	15,115.00	
LOAN PROCEEDS TO: NATIONS TITLE COMPANY OF CALIFORNIA		74,294.43
BROKER COMPENSATION to: EQUILOAN, INC. DBA A PLUS FUNDING (2.750%)	\$2,798.12	
YIELD SPREAD PREMIUM to: Borrower (.079%)	\$80.38	
■ AMOUNT FINANCED		\$ 98,560.44
■ PREPAID FINANCE CHARGE		\$ 3,189.56
■ LOAN AMOUNT		\$ 101,750.00

~p~

## ITEMIZATION OF PREPAID FINANCE CHARGE

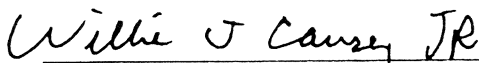
Loan Origination Fee	
Loan Discount Fee	
Tax Service Fee	
Prepaid Interest ( 16 days)	
@ 4.250 % per annum	189.56
Mtge. Ins. Premium	
Mtge. Ins. Reserves	
Origination Fee	
SETTLEMENT OR CLOSING FEE to: LINDAS ESCROW, INC	910.00
WIRE FEE to: LINDAS ESCROW, INC	35.00
SUB ESCROW FEE to: NATIONS TITLE COMPANY OF CALIFORNIA	130.00
MESSENGER FEE to: LINDAS ESCROW, INC	50.00
SIGNING FEE to: LINDAS ESCROW, INC	125.00
MIP (FINANCED) to: H U D	1,750.00

TOTAL PREPAID FINANCE CHARGE

\$ 3,189.56

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The undersigned acknowledge receiving and reading a completed copy of this disclosure.



Borrower WILLIE J. CAUSEY JR. \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

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**EXHIBIT H**



**SunWest**  
Mortgage Company, Inc.  
Housing America since 1980.



Date: 02-10-15

WILLIE J CAUSEY JR  
7492 WHITEWOOD DRIVE  
FONTANA CA 92336-1784

**RE:** Notice of transfer of Servicing Rights on your property located at:  
  
**Property Address:** 7492 WHITEWOOD DRIVE , FONTANA CA 92336-1784  
  
**Mortgage Loan Account Number:** 1140290131  
  
**Total Monthly Payment:** \$ 920.35

Dear Mortgagor:

You are hereby notified that effective 03/03/2015 the servicing of your mortgage loan, that is, the right to collect payments from you, is being transferred from Sun West Mortgage Company, Inc. ("SWMC") to Lakeview Loan Servicing, LLC. and subserviced by Central Loan Administration & Reporting ("CENLAR"). As of that date, CENLAR will conduct and support all billing, payment processing, and customer inquiries on behalf of Lakeview Loan Servicing, LLC.

The transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or closing.

**If your Auto Pay (EFT) is scheduled to be drafted on or after 03/03/2015, please mail your payments to Cenlar and contact them to establish a similar Auto Pay service on your account.** (Please note if you had more than one mortgage with us, please contact us to verify whether all have been transferred before mailing your payment.) If your payment is made by government allotment, please notify the appropriate government agency to direct the payment to your new servicer.

Any questions you may have relating to the transfer of servicing from your present servicer may be answered by calling our Customer Service Department between 8:30 AM PT – 5:30 PM PT Monday through

Friday at (800) 345-7884 .

If you presently have optional life, disability or accidental death insurance, please be advised that your new servicer may not offer the same optional coverage. Therefore, you should contact your new servicer and every effort will be made to continue your coverage.

If you have any questions relating to your new servicer, call the Customer Service Department between 8:30 AM ET – 8:00 PM ET at (877) 681-7316.

Sun West Mortgage Company, Inc. will stop collecting payments from you as of 03/02/2015 and CENLAR will start accepting payments from you as of 03/03/2015. Send all payments due on or after that date to your new servicer at:

PAYMENTS ADDRESS:

P. O. Box 11733  
Newark, NJ 07101-4733

(Please make check payable to Central Loan Administration & Reporting or CENLAR)

You should also be aware of the following information, which is set out in more details in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-Business-Day period following the effective date of transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

CUSTOMER SERVICE CORRESPONDENCE ADDRESS:

Central Loan Administration & Reporting  
Customer Service Department  
P.O. Box 77404  
Ewing, NJ 08628

Not later than 60 business days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During



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**EXHIBIT I**



# Payment History

BILLING ACCOUNT #  
A958900805

Account covers the following policy:



**Home**  
7492 WHITEWOOD DR  
Policy# 97514-43-72

VIEW PAYMENT HISTORY



**My Payments** ▶ Download Payment History

Receipt Date	Description	Amount
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05/30/2015	PAYMENT PROCESSING CENTRE using CHECK ▶ <b>Print Details</b>	-\$821.13 COMPLETED
10/22/2014	Payment Transfer using Transfer/Redeposit ▶ <b>Print Details</b>	-\$389.93
10/22/2014	Refund using Transfer/Redeposit ▶ <b>Print Details</b>	\$389.93
10/21/2014	Payment Transfer using Transfer/Redeposit ▶ <b>Print Details</b>	-\$389.93
10/21/2014	Refund using Transfer/Redeposit ▶ <b>Print Details</b>	\$389.93
09/29/2014	Payment Transfer using Transfer/Redeposit ▶ <b>Print Details</b>	-\$389.93
09/29/2014	Refund using Transfer/Redeposit ▶ <b>Print Details</b>	\$389.93
08/05/2014	PAYMENT PROCESSING CENTRE using CHECK ▶ <b>Print Details</b>	-\$819.10 COMPLETED
05/06/2014	Refund Check using Refund Check ▶ <b>Print Details</b>	\$389.93 COMPLETED
04/22/2014	PAYMENT TO AGENT using CHECK ▶ <b>Print Details</b>	-\$606.30 COMPLETED

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**EXHIBIT J**

## CONTACT US



**View your current and past billing statements.** Show Letters & Notices

A958900805									
A958900805	April 17, 2015	June 09, 2015	Statement	\$821.13	View Document				
A958900805	July 20, 2014	August 09, 2014	Notice of Cancellation	\$819.10	View Document				
A958900805	June 15, 2014	July 09, 2014	Statement	\$819.10	View Document				
A958900805	April 01, 2014	April 21, 2014	Statement	\$819.10	View Document				
A958900805	February 23, 2014	March 21, 2014	Statement	\$819.10	View Document				

Showing 10 per page ▼

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**EXHIBIT K**

\*\*\*\*\*  
 \*\*\* FAX TX REPORT \*\*\*  
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TRANSMISSION OK

JOB NO.	1083
DESTINATION ADDRESS	15622520585
SUBADDRESS	
DESTINATION ID	
ST. TIME	11/21 14:30
TX/RX TIME	01' 18
PGS.	4
RESULT	OK

Re loan [114029013100]

**POSTALANNEX<sup>+</sup>**  
 Your Home Office.

## Fax Coversheet

7426 Cherry Ave., Suite 210

Fontana, CA 92336

Ph. 909-355-7328

Fax 909-355-7329

Date: November 21, 2014 Pages: 4 including coversheet  
 To: Sanwest mortgage  
 Fax #: 562-252-0585

Senders name: Willie Can Jr.

Senders phone #: 909 200-9876

Senders message: in conjunction with Notice

cancellation  
written tender offer of 95,000 \$  
ninety five thousand as full payment on loan

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**EXHIBIT L**



# SAN BERNARDINO COUNTY RECORDER-CLERK

## Search by Grantor or Grantee Name Narrow Search by Date

- [Recorder Home Page](#)
- [About This Site](#)
- [Search/Obtain Public Official Records](#)
- [ARC's Home Page](#)

Document Date: From: 01 01 1958 to: 11 06 2015

Search

Index information available from 01/01/1958 through 11/06/2015.

### Search Results for: CAUSEY WILLIE J JR

Document Number	Document Date	Pages	Document Description	First Grantor/Grantee (R=Grantor E=Grantee)
20150477779	11/04/2015	2	Ntc of Trustee's Sale	CAUSEY WILLIE J JR (R)
20150259421	06/22/2015	5	Default Notice/Nt Default	CAUSEY WILLIE J JR (R)
20150259420	06/22/2015	2	Substitution of Trustee	CAUSEY WILLIE J JR (R) NORTHWEST TRUSTEE SERVICES, INC. (E)
20150236690	06/08/2015	1	Assignment of Deed of Trust	CAUSEY WILLIE J JR (R) LAKEVIEW LOAN SERVICING, LLC (E)
20140136278	04/17/2014	9	Deed of Trust	CAUSEY WILLIE J JR (R) MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC
20130370134	08/22/2013	2	Substitution of Trustee Reconveyance	CAUSEY WILLIE J JR (E) T.D. SERVICE COMPANY (R)
20130044635	01/31/2013	6	Lis Pends - Withdrawal	CAUSEY WILLIE J JR (R) U.S. BANK NATIONAL ASSOCIATION (E)
20120399080	09/26/2012	6	Lis Pends	CAUSEY WILLIE J JR (R) U.S. BANK NATIONAL ASSOCIATION (E)
20120250302	06/21/2012	2	Reconveyance	CAUSEY WILLIE J JR (E)
20120232754	06/11/2012	2	Abstract Judgment	CAUSEY WILLIE J JR (R) PERSOLVE LLC (E)

NEXT 10